



STATE OF LOUISIANA
MILITARY DEPARTMENT

Camp Minden
100 Louisiana Boulevard
Minden, Louisiana 71055-7908

LANG-CM

23 April 2014

MEMORANDUM FOR RECORD

Subject: Explosive Material Sale

1. The purpose of this memorandum is to document Camp Minden's efforts to sale formerly owned EXPLO explosive materials.
2. During the month of October 2013 the undersigned developed and staffed a plan to sale explosive materials to a group of potential buyers. The list of potential buyers is at enclosure #1. This list includes former EXPLO customers, existing Camp Minden explosive commercial tenants and others who came to my attention during the previous six months. The plan was staffed thru LSP, EPA, ATF and LDEQ.
3. The approved plan included the following documents:
 - a. Notice of sale that include list of conditions for sale, types and quantities of material available (Encl #2)
 - b. Minimum Scope and Limits of Insurance (Encl #3)
 - c. Indemnification and Hold Harmless Agreement (Encl #4)
4. Each potential buyer was contacted to see if they were interested and then an email with each of the above documents attached was forwarded. The Notice of sale provided a deadline of 14 NOV 2013 for each interested buyer to provide an offer. The results of this effort are documented at enclosure #1.
5. Any questions regarding this action should be referred to the undersigned at 318-382-4183.

A handwritten signature in cursive script that reads "Ronnie D. Stuckey".

RONNIE D. STUCKEY
COL (Ret), LMD
Installation Commander



Explosive Material Sale Contacts

				Remarks
BST/ORICA	Rick Tucker	Rick Tucker Richard.tucker@orica.com		No reply
ORICA	Norman Wells	norman.wells@orica.com	318-918-3956/371-3956	Verbal reply - Not interested
EXPAL	Steve Dart	Steve Dart steve.dart@expalusa.com		No reply
EXPAL	David Turner	David Turner david.turner@expalusa.com		No reply
Jupiter Fuels	Joel Martin			No reply
Paul McDaniel Enterprises, Inc	Paul McDaniel	pmcdaniel@crosstel.net	918-452-3392 or 918-689-6093	No reply
EuroSource	Doug Moore	eurosource@mac.com	773-860-5142	No reply
UXB	Rich Dugger	rich.dugger@uxb.com	540-443-3706	No reply
ESI	Bill Poe	bpoe@explosiveserviceintl.com	225-275-2152	No reply
ATK	Chuck Williams		540-639-7225 or 540-230-7805	No reply
Dyno Nobel	Mark Stoffer	mark.stoffer@am.dynobel.com	860-593-0645	No reply
Brakefield Mining	Brenda	hardrockmining@hughes.net	918-789-3142	No reply
Boren Explosives Company	James Mann		205-686-5095	Verbal reply - Not interested
Phoenix Mining Company	Robert Hartley	clay.hartley@phoenixcoal.com	918-256-7873	No reply
Wesco Company	Don Collier	don.collier@wescoexplosives.com	801-484-6557, Ext 2/928-301-115	No reply
Indiana Ordnance Works	Dibbs Harting	dharting@iowinc.com	812-256-4478	No reply
Day and Zimmerman	Mark Rice	mark.rice@dayzim.com	903-490-1637	No reply
EQM	John Foster	jfoster@eqm.com	985-863-9840	No reply

Surplus Explosive Material for Sale

30 OCT 2013

Camp Minden has the following explosive materials available for sale to any organization that is properly licensed and interested in purchasing these materials. Any quantity up to and including the total amount listed is available. Conditions of the sale are as follows:

1. Must be properly licensed thru both the Louisiana State Police and Alcohol, Tobacco and Fire Arms to handle and possess explosive materials.
 2. Material ownership transfers to purchaser when loaded onto truck. Purchaser is responsible for all aspects of shipping when ownership transfer is complete. Shipping includes providing personnel and equipment to remove material from storage igloos/magazines and loading onto trucks. Purchaser is also responsible for meeting all DOT requirements for shipment .
 3. Purchaser agrees to accept material in an "as is where is" condition and will take all safety precaution necessary when removing material from storage. This includes using non-spark producing equipment and verifying stability as may be required from time to time.
 4. All material must be removed within 60 days after purchase.
 5. Purchaser must provide proof of liability insurance and sign a hold harmless agreement for the Louisiana Military Department (see attached).
 6. Purchaser will provide certification of its intended use of the explosive material
 7. All prospective purchasers acknowledge that the Military Department may use criteria other than lowest cost to determine the purchaser to whom to sell the material. Other important criteria include, but are not limited to amounts proposed to be purchased and length of time from agreement to transportation of the explosives off of Camp Minden.
 8. Bids (electronic or fax) will be accepted thru 1600hours, 14 NOV 2013. Bids can be submitted electronically to Ronnie.stuckey@us.army.mil or by fax to 318-641-4156 (ATTN: COL Stuckey).
- a. 15M lbs M6 Propellant (from M119 Prop Charge Demil program). Stored in three different packaging configurations; 50 lb cardboard boxes, 150 lb fiber drums, and 880 lb super sacks. All three configurations are stacked on pallets.
 - b. 2.2M lbs Tritonal (estimated 80% aluminum/20% TNT mixture) From 750 and 2000 lb bomb demil program. Material is stored in two different packaging configurations; 50 lb card board boxes and 150 lb fiber drums. Both configurations are stacked on pallets.
 - c. 660,000 lbs Nitrocellulose- stored in metal drums (estimated 40 gal or less). Requires wetting agent (alcohol or water for stability). Wetting agent stability has not been verified for six plus years.
 - d. 321,000 lbs Clean burning Igniter (from M119 Prop Charge Demil program)
 - e. 109,000 lbs M30 Propellant
 - f. 128 lbs black powder
 - g. 140 lbs ammonium picrate
- All of the above materials are available for viewing from 1-14 NOV . Interested parties must call (318-381-4159) in advance before making site visit.
 - Any questions regarding this sale should be address to
COL (Ret) Ronnie Stuckey
(318) 382-4183 (W)
(318) 542-5624 (C)
Ronnie.stuckey@us.army.mil
 - All of the above quantities are approximate

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
FOR PURCHASE OF HAZARDOUS EXPLOSIVE MATERIAL LOCATED ON THE SITE OF CAMP
MINDEN, MINDEN, LOUISIANA**

The Louisiana Department of the Military (LADM) is making available certain hazardous explosive materials currently located on the site of Camp Minden, Minden, Louisiana.

The LADM is offering these explosives to qualified individuals, and/or businesses who/which are licensed by the Louisiana State Police (LSP) Alcohol Tobacco and Firearms Division. The undersigned, hereinafter referred to as "Transferee", expressly represents that he/she is authorized by licensure by the LSP to lawfully purchase and/or obtain the hazardous explosive materials that are being offered by the LADM.

As the Transferee, the undersigned hereby waives liability as to the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, employees, agents, representatives and volunteers, including but not limited to the Louisiana Department of the Military and the Louisiana State Police, relating to or resulting from the purchase, transfer, transport, use or sale of the hazardous explosive materials.

As the Transferee, the undersigned hereby understands and expressly acknowledges that these hazardous explosive materials are sold and/or transferred without any rights of redhibition, or warranty of any kind, express or implied, including any warranty of fitness, and the hazardous explosive materials are being sold and/or transferred in "as is" condition. Transferee accepts immediate possession and custody of the sold and/or transferred hazardous explosive materials.

As the Transferee, the undersigned acknowledges its agreement to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, employees, agents, representatives and volunteers, including but not limited to the Louisiana Department of the Military and the Louisiana State Police from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of the purchase, transfer, transport, use or sale of hazardous explosive materials.

As the Transferee, the undersigned acknowledges his/her understanding and compliance with all applicable Federal, State and Local regulations governing the purchase, transfer, transport, use or sale of the hazardous explosive materials.

Printed Name of Transferee, Title of Transferee, Business Name of Transferee

Signature of Transferee

Date of Signature

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

The insurer shall agree to waive all rights of subrogation against the State of Louisiana, its departments, agencies, boards and commissions, including agents, officers, employees and volunteers for losses arising from work performed by the Transferee or Purchaser for the Louisiana Military Department (LMD).

2. Commercial General Liability

Commercial General Liability insurance, including coverage for explosion risk, shall have a minimum limit per occurrence of \$1,000,000, inclusive of umbrella and/or excess liability coverage. An Occurrence Policy Form is required for this coverage.

The State of Louisiana, its departments, agencies, boards and commissions, including agents, officers, employees and volunteers shall be named as Additional Insureds on the Transferee or Purchaser's Commercial General Liability Policy as regards the negligence of the Transferee or Purchaser.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum limit per occurrence of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned automobiles. An Occurrence Policy Form is required for this coverage.

Auto Liability Hazardous Cargo Endorsement Provision:

If the Transferee or Purchaser utilizes a vehicle that is licensed or should be licensed for use on roads, and the vehicle will be used in the transporting, loading or unloading of hazardous materials, the Automobile Liability Insurance shall be endorsed to include coverage for hazardous cargo exposure.

4. Project Specific Pollution Liability

Project Specific Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit per occurrence of not less than \$1,000,000, inclusive of umbrella and/or excess liability coverage. An Occurrence Policy Form is preferred.

A Claims-Made Policy Form is acceptable subject to the Transferee or Purchaser's purchase of a ten (10) year Extended Reporting Endorsement (tail coverage). A policy period inception date of no later than the first day of anticipated work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all work under the contract shall be provided.

The State of Louisiana, its departments, agencies, boards and commissions, including agents, officers, employees and volunteers shall be named as Additional Insureds on the Transferee or Purchaser's Pollution Liability Policy as regards the negligence of the Transferee or Purchaser.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the LMD. The Transferee or Purchaser shall be responsible for all deductibles and self-insured retentions.

C. ALL COVERAGE PROVISIONS

1. Coverage shall not be canceled, suspended, or voided by either party (the Transferee or Purchaser or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the LADM. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Transferee or Purchaser's policy.
2. Neither the acceptance of the completed work nor the payment thereof shall release the Transferee or Purchaser from the obligations of the insurance requirements or indemnification agreement.
3. The insurance companies issuing the policies shall have no recourse against the State of Louisiana or its agencies for payment of premiums or for assessments under any form of the policies.
4. Any failure of the Transferee or Purchaser to comply with reporting provisions of the policy shall not affect coverage provided to the State of Louisiana, its departments, agencies, boards and commissions, including agents, officers, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Transferee or Purchaser shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Transferee or Purchaser shall furnish the LMD with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the LADM before work commences and upon any contract renewal thereafter. The LADM reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Transferee or Purchaser to furnish, deliver and maintain such insurance as above provided, this transfer or purchase, at the election of the LMD, may be suspended, discontinued or terminated. Failure of the Transferee or Purchaser to purchase and/or maintain any required insurance shall not relieve the Transferee or Purchaser from any liability or indemnification under this transaction.